

350

141

4022

C O V E N A N T S

THESE COVENANTS shall run with the land known as MEMMO GARDENS, PLAT "C", a subdivision, Orem, Utah County, State of Utah, and each and every part thereof, which subdivision is described as follows:

Beginning at a point 1183.6 feet along one-quarter Section Line bearing South 89° 45' East 733.0 feet North and 266.8 feet along East right of way line of North Union Canal bearing North 17° 36' West from the West one-quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence North 17° 36' West distant 993.20 feet; thence North 4° 37' West distant 123.55 feet; thence South 89° 37' East distant 512.93 feet; thence South 0° 20' East distant 1065.24 feet; thence South 89° 40' West distant 208.90 feet to point of beginning.

These Covenants shall be binding on all parties and all persons claiming under them until January 1, 1974, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change, modify or abolish said Covenants in whole or in part.

If the parties hereto, or any of them, or their successors, heirs, or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant and either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any one of these Covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

All lots in the tract shall be known and described in residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and not more than a two-car garage.

No building shall be erected, placed, or altered on any building lot in this subdivision until the building plans, specifications and lot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Reno Memmott, Frank W. Canfield, and Logan G. Bennett, or by a representative designated by a majority of the members of said committee. The remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1974. Thereafter, the approval described in this Covenant shall not be required unless prior to said date and effective thereon a written

